

## **AGREEMENT**

Articles of Agreement between ASPLUNDH TREE EXPERT, LLC and LOCAL UNION NO. 71, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Columbus, Ohio.

Entered into this 27th. day of December 2019, between ASPLUNDH TREE EXPERT CO., hereinafter called the "Employer" and LOCAL UNION NO. 71 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter called the "Union".

## **RECOGNITION**

The Employer recognizes the Union as the exclusive representative of all its employees engaged in line clearance work on the property of the Cincinnati Gas & Electric Company and its subsidiaries, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

## **BASIC PRINCIPLES**

The Employer and the Union have a common and sympathetic interest in the Electrical Line Clearance Industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer and the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting differences by rational, common sense methods. Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

### **ARTICLE I.**

#### **EFFECTIVE DATE - TERMINATION - AMENDMENTS DISPUTES**

**Section 1.** This Agreement shall take effect December 29, 2019 and shall remain in effect until January 2, 2021. It shall continue in effect from year to year thereafter, unless changed or terminated in the way later provided herein.

**Section 2.** Either party desiring to change or terminate the Agreement must notify the other in writing at least sixty (60) days prior to the termination of the contract in any year.

**Section 3.** This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Such amendment shall be reduced to writing, state the effective date of the amendment, to be executed in the same manner as this Agreement and be approved by the International Office of the Union and the Employer's Board of Directors.

**Section 4.** There shall be no stoppage of work either by strike or lockout because of dispute over matters relating to this Agreement. All matters, other than contract negotiations, must be handled as stated herein.

**Section 5.** A grievance is hereby defined as a claim of a violation of any specific provisions of this agreement. Any matter to be processed, as a grievance shall be initiated within ten (10) days from the time the incident occurred or the matter shall be considered waived. Grievances will be considered and adjusted by conference as follows:

- a. Conference between the employees involved, the Union Shop Steward or Union Representative and the employee's immediate Supervisor.
- b. Any dispute or grievance not adjusted in step (a) above within five (5) days shall be reduced to writing and taken up by the Union Business Representative and the General Forman.
- c. In the event the matter is not adjusted in accordance with the provisions of step (b) above within five (5) days, it shall be referred to the Union Business Manager or representative and the Employer's Regional Manager or representative in writing within three (3 ) days.
- d. The grievance meeting in step (c) shall be held within thirty (30) days of the submission by the Union of the matter in question.
- e. Should the parties not reach a mutually satisfactory settlement of the matter in controversy as provided in step (d) above within ten (10) days, either party may demand arbitration by giving written notice to the other.
- f. Any grievance not processed in accordance with the time limits of the procedure shall be considered waived.
- g. Upon written request, and mutual consent of the parties, time limits of any step may be extended.

**Section 6.** The sole arbitrator shall be selected through the American Arbitration Association and in accordance with the rules of the association. The association shall be directed to submit a list of at least seven (7) names. A name shall be selected from the list agreeable to both parties. The expense of the arbitrator shall be borne equally by both parties. Each shall bear the expense of its own witnesses. The arbitrator shall without delay hear the evidence and render his decision in writing, which shall be final and binding upon both parties for the duration of this Agreement.

The arbitrator shall have no right to add to, subtract from, alter, amend or modify any of the terms of this Agreement.

The arbitration obligation shall not continue after contract expiration for matters arising thereafter.

## ARTICLE II. EMPLOYER RIGHTS - UNION RIGHTS

**Section 1.** Except as otherwise provided in this Agreement, the management of the operation and the direction of the work force, including the right to hire, assign, promote, demote, lay off and discharge for just cause, (with immediate notification to the Union) rests solely and exclusively with the Employer. The enumeration of the above Employer's prerogatives shall not be deemed to exclude its other prerogatives not herein listed in this section.

**Section 2.** No member of the Local Union No. 71 while he remains a member of such Local Union and subject to employment by employers operating under this Agreement shall himself become a contractor for the performance of any line clearance work.

**Section 3.** The Union agrees that if during the life of this Agreement, it grants to any other employer in the Electrical Line Clearance contracting industry, any better terms or conditions than those

set forth in this Agreement, such better terms or conditions shall be made available to the Employer under this Agreement and the Union shall immediately notify the Employer of such concessions.

**Section 4.** Its is understood and agreed that new employees of the Employer shall be considered temporary employees for a six (6) month period, they shall be on probation and may be discharged, transferred or disciplined by the Company, in which event, the employee shall not be entitled to the benefits of the grievance procedure provided for herein.

**Section 5.** The Employer agrees that he will not sublet, assign or transfer any work covered by this Agreement to any other person, firm or corporation if such subletting, assigning or transfer will cause the loss of work opportunities to employees in the Employer's establishment covered by this Agreement. Any such subletting, assigning or transfer shall be allowable after a mutual determination has been made by the representatives of the parties hereto that such action is not in conflict with the preceding sentence.

**Section 6.** All employees coming within the bargaining unit shall be required to become and remain in good standing in the Union on or after the thirtieth (30) day following the effective date of this Agreement or the thirtieth (30) day following the effective date of hiring, whichever is later. Any new employee shall be required (as a condition of employment) to make application for membership in the Union thirty (30) days from the date of employment and remain in good standing in the Union.

**Section 7.** The Employer agrees that he will make deductions from the pay of each employee covered by this Agreement on the basis of individually signed payroll deduction authorizations on the forms as outlined in Section 10 of this Article and will pay over the aggregate of such deductions to the Financial Secretary of the Local Union against his receipt, therefore in the name of the Local Union. The Employer agrees to make this deduction monthly and to send a check for the total amount deducted together with a list of the employee's names from whom the deductions were made. He shall also send a list of the names of employees added to or removed from the payroll during the current month, on or before the last day of each month in which deductions were made.

**Section 8.** The Union agrees to save the Employer harmless from any action growing out of these deductions and commenced by any employee against the Employer and assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Financial Secretary of the Union.

**Section 9.**      **DEDUCTION FORMS - DUES**

To \_\_\_\_\_

I hereby authorize and direct you to deduct from my pay, Union membership fees in the amount of \_\_\_\_\_ per month, fixed in accordance with the By-Laws of the Union and to pay same to the Union in accordance with the terms of the Agreement between the Union and the Employer. This authorization and direction shall be irrevocable for a period of one (1) year from the date hereof or until the anniversary date of the present Agreement, whichever is sooner. If no such notice is given, this authorization shall be irrevocable for successive periods of one year thereafter, or for successive contract periods whichever is shorter, with the same privilege of revocation at the end of such period and shall continue in full force and effect until revoked in writing to you.

Signed \_\_\_\_\_ Date: \_\_\_\_\_

**INITIATION FEE DEDUCTION**

To: \_\_\_\_\_

I hereby authorize and direct you to deduct from my pay, my admission fee to Local Union No. 71 in the amount of \_\_\_\_\_ fixed in accordance with the By-Laws of that Local Union of the I.B.E.W.. You are to pay same to the above named Local Union in accordance with the terms of the Agreement between the Union and the Employer. Deductions shall be made in the amount of \$ \_\_\_\_\_ per week until the full amount has been collected.

Signed \_\_\_\_\_ Date \_\_\_\_\_

**ARTICLE III.**  
**HOURS - WAGES - BENEFITS AND WORKING CONDITIONS**

**Section 1.**      Eight (8) hours shall constitute a workday from 8:00 A.M. to 4:30 P.M. with thirty (30) minutes for lunch, Monday through Friday inclusive. Five such days shall be a workweek. These hours may be changed by mutual consent. The pay week shall end on Saturday.

**Section 2.**      All hours worked outside the hours outlined in Section 1 shall be paid at one and one half ( $1\frac{1}{2}$ ) times the regular straight time rate of pay. There shall be no pyramiding of overtime. All work performed on Sunday or on a holiday recognized by this Agreement shall be paid at the rate of two (2) times the employee's straight time rate of pay.

**Section 3.**      Employees shall have the following holidays or days celebrated as such off with eight (8) hours straight time pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The employees must work the day before and the day after the holiday to be eligible.

**Section 4.** The minimum rate of wages shall be as follows:

**WAGE SCHEDULE**

<u>CLASSIFICATION</u>	<u>Current</u>	<u>Effective 12/29/19</u>
Line Clearing Foreman A	\$23.75	\$24.11
Line Clearing Foreman B/Trim Lift Foreman	\$22.00	\$22.33
Journeyman Tree Trimmer	\$20.24	\$20.54
Tree Trimmer A	\$17.61	\$17.87
Tree Trimmer B	\$15.62	\$15.85
Tree Trimmer C	\$14.85	\$15.07

**Section 5.** Employees shall be compensated by Friday via direct deposit to their account for the time worked the previous week. Employees shall be provided their pay stubs electronically.

**Section 6.** Paid vacations will be granted to employees as follows:

One (1) Week Vacation, 40 Hours - after one (1) year of continuous service with the Employer.

Two (2) Weeks Vacation, 80 hours - after (3) years of continuous service with the Employer.

For the purpose of determining vacation, seniority of the employee shall be determined by the length of the employee's continuous service. Vacation shall be taken at a time agreeable to the Employer during the following anniversary year. If an Employee is released, the employee shall receive pay for the vacation time due.

Service with the Employer for vacation purposes shall be considered to have started on the anniversary date of employment. To qualify for a full vacation allotment the employee shall have actually worked a minimum of seventeen hundred (1700) hours in the employee's anniversary year.

An employee who actually worked at least eight hundred fifty (850) hours in the employee's anniversary year but did not actually work seventeen hundred (1700) hours during that period shall be entitled to a pro rata share of vacation

In the event that an employee entitled to vacation quits the Employer without giving two week's notice, in writing, of his desire to quit before such vacation is taken, he shall not be entitled to any vacation payment. Exception to this rule shall be by mutual consent of the Union and the Employer.

**Section 7.** Any employee, upon request, will be granted a maximum of three (3) days time off without the loss of their classified straight time basic pay for the purpose of making arrangements and attending the funeral of their wife, husband, mother, father (or evidenced principal party or parties who accepted parental responsibility for the employee in the absence of his parents), brother, sister, daughter, son, mother-in-law and father-in-law, subject to the following limitations: Such paid time off shall be for the day before, the day of and the day after the funeral and shall be for the sole purpose of

making arrangements and attending the funeral. In any case, payment for such days shall be limited to those days which fall within the employee's regular workweek. The three (3) days shall not include any holiday for which the employee is entitled to compensation under this Agreement. If any employee desires more time off than the three (3) days, permission must be obtained from his Supervisor and any such additional time off granted would be without pay.

**Section 8.** In no case shall working time for daily payroll purposes be figured on less than a full half-hour basis.

**Section 9.** When employees are directed to report and do report to the crew headquarters and are prevented from proceeding to a work site for reasons other than inclement weather, they shall remain at the crew headquarters and they shall receive one (1) hour pay, provided 70% of the employees of each crew affected are present at the crew headquarters at the start of the workday.

Time may be spent at the direction of the employer including proceeding to a work site if conditions alter.

"These conditions will be honored by the employer only so long as the Cincinnati Gas & Electric Co. and all the contractors engaged in line clearing work for the Cincinnati Gas & Electric Co., present and future, continue to honor the standby agreement."

**Section 10.** Crew time lost during the regular work week, due to inclement weather, will be made up by extending the work day, not to exceed ten (10) hours, or the work week to include Saturday at straight time wages. Makeup time on Saturday will be made up by working not less than 6 hours at straight time rates under the same conditions as a day within the normal workweek with the exception of report time. Makeup work will be permitted only when a majority of the crew reports for such work and the work has been approved by the customer in advance.

**Section 11.** Crew shall travel to work site at starting time. Work will commence unless prevented by bad weather as determined by the foreman. Employees shall receive a maximum of one (1) hour pay including travel to and return from work site due to these weather conditions.

**Section 12.** If rain or wet snow is encountered after work is commenced, the Foreman may temporarily suspend work at any period or periods of time up to the first one (1) hour of the work day including cleanup of the work site and return to headquarters.

In any case, all crews shall work without regard to weather conditions when it is necessary to protect life, property or continuity of service subject to established straight time and overtime rates as set forth in other sections of this Agreement.

**Section 13.** When men are called out on trouble work and do report for work within a reasonable period of time, not to exceed forty-five (45) minutes from the time called, they shall be paid from the time called and shall receive a minimum of four (4) hours pay at the applicable rate of pay. On trouble work outside of the regularly scheduled hours, the men shall be supplied with a hot meal after three (3) hours of work and every four (4) hours thereafter while on continuous duty.

**Section 14.** When working overtime after and continuous to the regularly scheduled work day, men shall be entitled to a hot meal on Employer's time and at Employer's expense two (2) hours after regular

quitting time. However, if employees are to work more than two (2) hours but less than three (3) hours, by arrangement, they may be paid for one-half ( $\frac{1}{2}$ ) hour at straight time pay in lieu of the meal.

**Section 15.** The Employer shall furnish all necessary tools and equipment. Workmen will be held responsible for the tools and equipment issued to them providing the Employer furnished the necessary lockers, tool boxes or other safe places for storage. Employees shall not use the Employer's tools or equipment except for their job assignment.

**Section 16.** Workmen shall be neat in appearance and of good conduct and shall perform all work in a safe and workmanlike manner in accordance with applicable rules.

**Section 17.** It is not the policy of the Union to contact members during work hours. However, a representative of the Union shall be allowed access to any project at any reasonable time where members of the Union are employed provided the representative does not cause interruption and/or slow down of work. Access will be allowed only after request to a grant by the Employer. Such grant of access will not be unreasonably withheld.

**Section 18.** Job stewards may be suspended or discharged for cause. However, discharge may not be exercised by the Employer until after consultation with the Business Manager of the Union or his representative. The Employer agrees not to discriminate against a Union steward because of the proper discharge of his Union duties.

**Section 19.** The Employer agrees to notify the Union when a line clearance crew is placed on or removed from the property of the utility company covered by this Agreement.

**Section 20.** The Employer may suspend work at any time because of adverse weather, break-down of equipment, lack of work or other reasons. In the event of such work suspension, the employee's pay will be terminated at the time he is released at crew headquarters.

**Section 21.** When an employee is laid off due to lack of work, the Employer agrees to re-employ him, if qualified, before hiring a new employee to work in the area where the employee was laid off, provided said employee's work record warrants re-employment.

**Section 22.** Men shall travel from the Employer designed crew headquarters to the job and return on Employer's time.

**Section 23.** Men are not to take orders from anyone but the crew foreman or his duly appointed representative or the management of the employing organization. Only qualified tree trimmers may become line clearance crew foremen.

**Section 24.** As a condition of continued employment all employees within three (3) months from their original date of hire shall qualify, obtain and maintain a valid (CDL) driver's license which conforms to the Federal and/or State law. Failure to obtain a valid CDL or the suspension or revocation of same shall be grounds for immediate dismissal. The employer shall be notified immediately by all employees if his/her driver's license is suspended or revoked. Exceptions may be granted by the Employer.

**Section 25.** As required by Federal Law, employees shall obtain and maintain a First Aid and CPR card. The Employer will periodically offer free voluntary certification classes for the convenience of its employees. The course will be conducted on the employees own time.

**Section 26.** The employees covered by this Agreement shall adhere to the prescribed disciplinary program and the substance abuse policy.

**Section 27.** The Employer agrees to provide medical insurance, dental, vision insurance and life insurance to all employees from their date of employment provided they apply within the first thirty (30) days of employment and meet all of the eligibility requirements established by the Employer's Plan. The Employers benefit plan (including but not limited to the benefits provided, the insurance carriers, and the cost of participating in the benefit plans) may be changed at the sole discretion of the Employer and without negotiations with the Union.

An insured employee transferring from another utility property with the Employer shall have immediate coverage available. The employee shall immediately notify his supervisor and the Employer's Benefit Department, in writing, for continued coverage.

An employee returning from layoff or leave of absence must re-apply for their insurance coverage within thirty (30) days of their return to work.

Employees who elect to enroll in the medical insurance plan shall contribute forty percent (40%) of the cost and the Employer shall contribute sixty percent (60%) of the cost. The medical insurance and dental insurance deductions shall be withheld from the paycheck of the employee fifty-two (52) weeks per year. Employees electing to participate in the dental insurance plan will pay one hundred percent (100%) of the cost. Employees electing to participate in the vision insurance plan will pay one hundred percent (100%) of the cost.

**Section 28.** The Employer will make available a 401K savings plan for employees employed under the terms of this Agreement. The employees shall meet all the requirements of the plan in order to be eligible to participate. The Employer's plan may be changed at the sole discretion of the Employer without negotiations with the Union.

**Section 29.** The Employer reserves the right, at its sole discretion, to implement a performance incentive plan and without negotiations with the Union. The Employer agrees to discuss with the Union any Performance Incentive Plan prior to implementation.

**Section 30.** Non-Discrimination. It is agreed that the Employer and the Union will comply with the Civil Rights Act of 1964 and the Equal Employment Act of 1962. The use of the male or female gender in this Agreement shall include the opposite gender.

**Section 31.** Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with applicable laws.

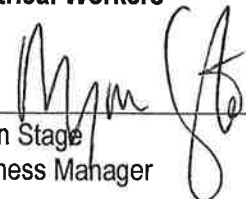


IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**Signed For The Employer**  
**Asplundh Tree Expert, LLC**

  
\_\_\_\_\_  
John W. Dettl (Date)  
Vice President, Labor Relations

**Signed For The Local No. 71**  
**International Brotherhood Of**  
**Electrical Workers**

  
\_\_\_\_\_  
Bryan Stage (Date)  
Business Manager

**MEMORANDUM OF AGREEMENT**  
**CINCINNATI GAS AND ELECTRIC COMPANY**

AGREEMENT  
BY and BETWEEN  
LOCAL UNION NO. 71 I.B.E.W.  
and  
ASPLUNDH TREE EXPERT, LLC

**ARTICLE III, SECTION 1:**

It is agreed that, during the months that allow enough daylight hours, the normal work day will be 10 hours per day; four (4) days per week and that lost hours of four (4) or more will be worked on the 5<sup>th</sup> day, if the weather forecast is favorable and the crews are instructed to report. The four 10 hour day plus any make up hours will be considered the normal week and will be paid at the straight time hourly wage and will remain in effect year to year so long as the Cincinnati Gas & Electric Co. remains agreeable.

Any call out hours will remain premium hours.

During months that do not allow enough daylight hours the normal work week will consist of five (5) eight (8) hour days.

IN WITNESS WHEREOF, the PARTIES has executed this Agreement.

**Signed For The Employer**  
**Asplundh Tree Expert, LLC**

 2/3/2020  
\_\_\_\_\_  
John W. Dettl (Date)  
Vice President, Labor Relations

**Signed For The Local No. 71**  
**International Brotherhood Of**  
**Electrical Workers**

 1-17-20  
\_\_\_\_\_  
Bryan Stage (Date)  
Business Manager

## ASPLUNDH TREE EXPERT LLC

### DISCIPLINARY PROGRAM CINCINNATI DISTRICT OF DIVISION 57

Discipline will be applied without discrimination on account of race, color, religion, sex, age, or national origin. Whenever possible, it will be carried out uniformly in accordance with the following steps:

1. First Offense – verbal warning, record on file by G.F.
2. Second Offense – written warning
3. Third Offense – discharge

In case of serious offenses, which affect customer relations (and thus jeopardize the jobs of fellow workers), or which could result in injury or death to the employee, fellow workers, or the public, the company shall have the right to by-pass any or all of the progressive discipline steps and may discharge the employee immediately. Serious offenses shall include, but shall not be limited to the following:

1. Gross disregard of safety rules
2. Using drugs or alcohol just before or during work
3. Bringing firearms or other weapons on the job
4. Fighting on the job
5. Willfully submitting inaccurate time sheets
6. Doing unauthorized private work on company time
7. Unauthorized use of company tools or equipment
8. Violence or threats of violence against supervisory personnel of the contractor or utility
9. Refusal to report for storm work without a valid excuse
10. Excessive tardiness
11. Excessive speed using company vehicles
12. Riders on the outside of the truck
13. Theft of company property
14. Loss of driving privileges without notifying Employer

Employees absent for three consecutive work days, without a valid excuse, may be considered to have voluntarily quit. If for medical reasons, doctor's slip must be furnished. Otherwise, the policy toward absenteeism will be as follow:

1. Absence without a valid excuse for three days within three months - verbal warning
2. Unexcused absence for one day within one month, after verbal warning - written warning
3. Unexcused absence for one day within one month, after written warning - discharge

If at all possible, Foreman should be notified of absence prior to starting time.

An employee's General Foreman shall decide whether an absence is excused.